remove the timber from the land before the expiration of the period in which to remove, the title thereto reverted to him. *Held,* that the title to the manufactured lumber was in defendants, *Mahan* v. *Clark et al.* (1908), — Pa. —, 68 Atl. Rep. 667.

The plaintiff relied on the cases of *Boults* v. *Mitchell,* 15 Pa. St. 371; *Saltonstall* v. *Little,* 90 Pa. St. 422; and *Bennett* v. *Vinton Lumber Company,* 28 Pa. Sup. Ct. 495. The court distinguished these cases from the principal case on the ground that in those cases the timber had not been cut within the stipulated time, but had remained standing in its original state. The sale of standing timber in Pennsylvania which does not contemplate an immediate severance thereof is within the statute of frauds. *Yeakle* v. *Jacob,* 33 Pa. St. 376; *Miller* v. *Zuffall,* 113 Pa. St. 317. This rule was the foundation for the decisions in the cases spoken of above. In *Erskine* v. *Savage,* 96 Me. 57; *Golden* v. *Glock,* 57 Wis. 118; *Hicks* v. *Smith,* 77 Wis. 146; *Alexander* v. *Bauer,* 94 Minn. 174; *Macomber* v. *Railway Co.,* 108 Mich. 491; and *Johnson* v. *Truitt,* 122 Ga. 327; the courts held, under facts similar to those in the principal case, that when timber had been severed before the expiration of the period provided by the contract, the vendee had the right to go upon the land and remove it after the time had expired. This view reflects the great weight of authority. There are, however, authorities to the contrary. It was held in *Boisaubin* v. *Reed,* 2 Keyes (N. Y.) 323, that the vendee could not enter upon the land after the expiration of the term limited for the purpose of removing timber cut prior to the expiration of the term. To the same effect is *Strong* v. *Eddy,* 40 Vt. 547.

WILLS—CONSTRUCTION—PAROL EVIDENCE OF INTENTION TO DISINHERIT.—Testator died leaving a widow and two infant sons, the younger of whom was born a year and a half after the execution of the will. The will devised all of the testator's property to his wife, and contained no reference to any children, born or unborn. The Illinois statute provides that if, after making a will, a child shall be born to a testator, and no provision be made in such will for such child, the will shall not on that account be revoked, but "unless it shall appear by such will that it was the intention of the testator to disinherit such child" the other devises and legacies shall abate to raise a certain portion for such child. (HURD'S REV. ST. 1905 C. 39, § 10). The younger son by his guardian ad litem contended that no such intention to disinherit him appears by the will, and that the devise to the wife should therefore be abated according to the statute. *Held,* (CARTWRIGHT, FARMER, and DUNN, JJ., dissenting), that this section of the statute does not preclude the introduction of parol evidence by which the court could determine testator's intention to disinherit the after-born child, and that such an intention does appear. *Peet* v. *Peet et al.* (1907), — Ill. —, 82 N. E. Rep. 376.

The guardian contended that the statute precludes the court from looking to anything except the will itself to discover an intention to disinherit a child born after the execution of a will. This would seem to be the plain meaning of the statutory provision, and other courts, in cases arising under statutes very similar to this, have so held. *Bresee* v. *Stiles,* 22 Wis. 120; *Chicago,*

Burlington & Quincy R. R. Co. v. *Wasserman,* 22 Fed. 872; *Carpenter* v. *Snow,* 117 Mich. 489, 76 N. W. Rep. 78, 72 Am. St. Rep. 576, 41 L. R. A. 820. In *Carpenter* v. *Snow* (supra) the court held that parol evidence was not competent to show that the testator did not intend to provide for his unborn children, though it was considered competent, under another section of the statute, to show that the failure to provide for a living child was not intentional. In *Railroad* v. *Wasserman* (supra) it was held that such evidence was not admissible, though Mr. Justice BREWER conceded that the real intention of the testator was thereby defeated. This case was repudiated in *Hawhe* v. *Chicago and Western Indiana Railroad Co.,* 165 Ill. 561, 46 N. E. Rep. 240, which decision is followed in the principal case, the majority of the court holding it conclusive on the questions here involved. Upon this authority parol evidence was admitted to show the circumstances under which the will was executed in order, it is said, to explain the meaning of the devise of all of the property to the wife, concluding that the circumstances show that the testator intended to exclude the child then unborn as well as the living one. The dissenting opinion does not take the unequivocal ground that such evidence is not admissible, but rather that *Hawhe* v. *Railroad Co.* (supra) does not govern this case, and that the facts themselves are insufficient to justify the conclusion of the majority. The decision doubtless works equity in this particular instance, but appears to be a rather loose interpretation of the statutory requirement.

WILLS—EXECUTION—LAW GOVERNING FORMALITIES THEREOF.—The last will of testator was executed in 1862. At that date the law did not require the attesting witnesses to sign in the presence of each other. In 1882 the law was changed, and such requirement was added. (Acts of 1882, Chap. 84, P. 194). The will was formally executed according to the law existing at the time of its execution, but did not comply with the later requirement. *Held,* that the law in force at the time of the execution governs the formalities of execution and attestation. *Barker* v. *Hinton* (1907), — W. Va. —, 59 S. E. Rep. 614.

The question presented is whether the statute in force at the date of the making of the will or that in force at the time of the death of the testator controls in the execution of the will. Upon this point the authorities are squarely in conflict. Compare *Lane's Appeal,* 57 Conn. 182, 17 Atl. 926, 4 L. R. A. 45, 14 Am. St. Rep. 94, with *Langley* v. *Langley,* 18 R. I. 618, 30 Atl. 465. See ROOD ON WILLS, § 405 and cases cited. In this case the court considers some peculiar features of the statute of 1882, and follows the decisions which hold that the time of execution controls.